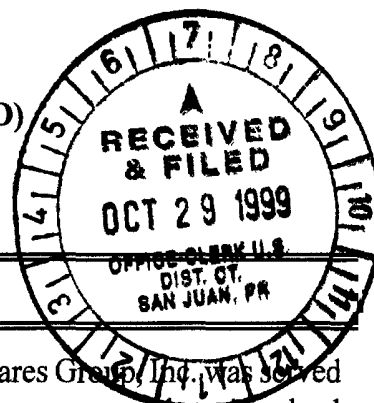


**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

**SEA LAND SERVICES, INC.**  
v.  
**INTERMARES GROUP, INC.**

**CASE NUMBER: 98-1907 (DRD)**



**ORDER**

**MOTION**

**RULING**

**Date**

**Filed:** 10/28/99

☒ **Plffs**

☐ **Other**

**Docket # 9**

☐ **Defts**

**Title: MOTION REQUESTING ENTRY  
OF JUDGEMENT BY DEFAULT**

Per return of summons, defendant Intermares Group, Inc. was served on August 26, 1999. Defendant's term to answer or otherwise plead expired on September 15, 1999. To date defendant has not answered the complaint or otherwise plead. On October 28, 1999, plaintiff moved the court to grant judgement by default.

Fed. R. Civ. P. 54 provides that when a party against whom a judgement for affirmative relief is sought has failed to plead and the claim is for a sum certain or that can by computation be made certain, a judgement by default may be entered by the clerk. The court hereby orders said entry for the verified amount of \$9,860.00, plus \$3,451.00 for collection fees, plus legal interest from date of maturity, plus costs. Since this is a claim under maritime jurisdiction, no attorney's fees are awarded. See Noritek v. M/V Hellenic Champion, 627 F.2d 274 (5<sup>th</sup> Cir. 1980) (general rule in maritime cases is that prejudgment interests are awarded as compensation for the use of funds to which the claimant was lawfully entitled, attorney's fees are not allowable nor taxable as costs). See also American Union Transport Co. v. Aguadilla Terminal, Inc., 302 F.2d 394, 396 (1<sup>st</sup> Cir. 1962); Delta S.S. Lines, Inc. v. Avondale Shipyards, Inc., 747 F.2d 995, 1011 (5<sup>th</sup> Cir. 1984); Galveston Nav. Dist. V. Hopson Towing Co., 92 F.3d 353, 356 (5<sup>th</sup> Cir. 1996).

**IT IS SO ORDERED.**

**DATE: October 29, 1999**

**DANIEL R. DOMINGUEZ  
U.S. DISTRICT JUDGE**

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